GOVERNMENT OF KARNATAKA

BENGALURU DEVELOPMENT AUTHORITY

BID DOCUMENT FOR SCANNING AND DIGITISATION OF FILES /RECORDS OF BENGALURU DEVELOPMENT AUTHORITY

The Engineer Officer – 3 & System Manager
Bengaluru Development Authority
Head Office, Kumar Park West,
Guttahalli, Bengaluru - 560020.

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SECTION 1: SECTION LETTER OF INVITATION

Date: -01-2024.

1. The The Engineer Officer – 3 & System Manager Bengaluru Development Authority (BDA), Bengaluru invites bid proposals behalf of Commissioner, BDA, from the empanelled Vendors for providing the services of **"TENDERS FOR SCANNING AND DIGITISATION OF FILES/RECORDS OF BENGALURU DEVELOPMENT AUTHORITY"** More details on the Services are provided in the attached Terms of Reference.

2. The RFP has been open to the all the eligible, registered firms/companies empanelled by the DPAR- e-Governance Government of Karnataka (Empanelment of PQ Vendors for Digitisation, Data entry and Printing services – State) as per Government Order No: DPAR 113 EGM 2020 Bengaluru, dated 09/10/2023 are only eligible to apply in this tender. Accordingly, the tender shall invite under reserved category wherein only empanelled bidders shall partiicapate and quoted their financial bid only.

3. The Service provider will be selected under the Least Cost-Selection method described in this RFP. Bidders must quote their price bid in rupees only.

4. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Information to Service Provider
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Form of Contract.

5. The service provider shall as refer the e-procurement portal for information https://kppp.karnataka.gov.in/#/portal/portal-home

6. The Details of the Service as below:

Si No.	Name of the Service	Total value of Service Cost	EMD Amount in ₹.
1.	TENDERS FOR SCANNING AND DIGITISATION OF FILES/RECORDS OF BENGALURU DEVELOPMENT AUTHORITY	₹8.25 Crores.	₹8.25 Lakhs

Note: MSME Registered Vendor shall be exempted from paying EMD subjected submission of the NSIC valid registration certificate.

Sd/-
The Engineer Officer – 3 & System Manager
Bengaluru Development Authority.
Bengaluru.

SECTION 2: INFORMATION TO SERVICE PROVIDER

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed as per the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Service providers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for providing the Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Service provider.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Service provider under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Service provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, service providers are encouraged to pay a visit to the Client before submitting a Proposal. The Service Provider/ Manpower agency's representative should contact the office named in the Data Sheet to arrange for their visit or to obtain additional information. Service provider should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet and the service provider shall make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 The Client Department expects the Service provider to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Service provider shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client

1.7.1 Without limitation on the generality of this rule, Service provider shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing the Services for the same project. Conversely, firms hired to provide the Services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently

providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier providing the Services) for the same project.

(b) Service provider or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the service provider.

1.7.2 As pointed out in para. 1.7.1 (a) above, Service provider may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Service provider should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Service provider will be hired for the purpose.

1.8 It is Bengaluru Development Authority's policy to require that Service provider observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Bengaluru Development Authority:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Bengaluru Development Authority, and includes collusive practices among Service provider (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive Bengaluru Development Authority of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Bengaluru Development Authority-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Bengaluru Development Authority-financed contract; and

(e) will have the right to require that, Bengaluru Development Authority to inspect Service provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Bengaluru Development Authority.

1.9 Service provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Bengaluru Development Authority in accordance with the above sub para 1.8 (d).

1.10 Service provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Service provider may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by uploading an addendum in e-procurement portal if required (including an explanation of the query but without identifying the source of inquiry).

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded in e-procurement portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Service providers are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, service providers are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Service provider must give particular attention to the following:

(i) The firm has to individually participate for the assignment, no Joint Ventures is allowed.

(ii) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the Service provider's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D)

(vi) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), , insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Service provider shall express the price of their services as in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the service provider is expected to keep available the staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period (90 days) of the proposals, the Service provider who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Service provider shall digitally sign the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 All the proposals should be submitted through Government of Karnataka e-procurement portal.

4.4 Not applicable

4.5 The completed Technical and Financial Proposal shall be submitted through the Government of Karnataka Public Procurement Portal on or before the time and date stated in the Data Sheet.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened by the tender inviting authority.

4.7 Earnest Money Deposit: (EMD)

4.7.1 The Bidders are requested to submit EMD as indicated in the e-Procurement portal along with the Technical Bid.

4.7.2 The Bidder can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

4.7.3 The Bidder's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the Bidder taking into account the following conditions:

(a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at designated Bank.

(b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Bidder to ensure that payment through NEFT reaches Payment to Government of Karnataka designated Bank before Bid submission date and time, through online payment in e-Procurement portal.

4.8 REFUND OF EMD.

4.8.1 The earnest money deposit of unsuccessful Bidder will be returned within 30 days of the end of the proposal validity period specified in Clause 3.8

4.8.2 The earnest money deposit of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Agreement.

4.8.3 The earnest money deposit shall be forfeited:

(a) if the Bidder withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;

(b) if the Bidder does not accept the correction of the contract Price, pursuant to Clause 5.6; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) furnish the required Security deposit; or

(ii) sign the Agreement.

(iii) fails to submit the required performance security and execute the agreement.

(d) if the documents submitted by the bidder found to be misleading/forged/ fake/Morphed etc.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any service provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service provider's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the staffing pattern and any suggestions made by the firm to improve the Terms of Reference. The Client and service provider will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff periods, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the service provider can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the service provider, the Client expects to negotiate a contract on the basis of the staff named in the Proposal. Before contract negotiations, the Client will require assurances that the staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that staff was offered in the proposal without confirming their availability, the service provider may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the service provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second

lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify in e-procurement portal.

7.2 The service provider is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service provider who submitted the proposals or to other persons not officially concerned with the process, until the successful service provider has been notified that it has been awarded the contract.

9. PERFORMANCE SECURITY

9.1 Within 07 days of receipt of the Letter of Acceptance successful Service provider shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent **to 5% of the Contract Price.**

i) Banker's Cheque /Demand Draft /Pay Order in Favor of The Engineer Officer – 3 & System Manager, BDA payable at Bengaluru.

ii) A bank guarantee in the form given in appendix F; or

iii) Fixed deposit receipts (FDR) Pledged in the name of Favor of The Engineer Officer – 3 & System Manager; BDA payable at Bengaluru.

9.2 Performance Security shall be provided to the client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the client. The Security Deposit shall be valid until a date 90 days from the date of expiry of contract period.

9.3 The Performance Security shall be furnished from only Nationalized Banks/Schedule Banks as per Section 2(e) of Reserve Bank of India Act 1934.

DATA SHEET

INFORMATION TO SERVICE PROVIDER

No.	Section ITT	Title	Details
1.	1.1	Name of Client	The Engineer Officer – 3 & System Manager Bengaluru Development Authority Head Office, Kumar Park West, Guttahalli, Bengaluru - 560020. The method of selection: Least Cost Selection Method.
2.	1.2	Description of Assignment	**"TENDERS FOR SCANNING AND DIGITISATION OF FILES/RECORDS OF BENGALURU DEVELOPMENT AUTHORITY"**
3.	1.2	A Technical and Financial Proposals are requested	Yes.
4.	1.3	The Assignment is Phased	Continuous.
5.	1.4	A pre-proposal conference will be held:	Meeting Hall, The Engineer Officer – 3 & System Manager Bengaluru Development Authority Head Office, Kumar Park West, Guttahalli, Bengaluru - 560020. Telephones: 9448990335 e-mail: **eo3bdabng@gmail.com**
6.	1.5	Clients Inputs	Will be provided whatever information available with Bengaluru Development Authority.
7.	1.7.2	The Client envisages the need for continuity for downstream work	No.
8.	1.9	Clauses on fraud and Corruption	Sub-Clause 2.7.1 of General Conditions of Contract.
9.	2.1	Clarification of any item of the RFP	Clarifications maybe requested up to *date and time mentioned* in e-procurement portal. The address for requesting clarifications is: The Engineer Officer – 3 & System Manager Bengaluru Development Authority Head Office, Kumar Park West, Guttahalli, Bengaluru – 560020. Telephones: 9448990335

			e-mail: **eo3bdabng@gmail.com**
10.	3.1	Language of the Proposal	English
11.	3.3.(i)	Service provider may associate with other Service provider participated in this tender	No.
12.	3.3.(ii)	The estimated number of Staff months required for the assignment is:	The necessary manpower for the service shall be provided by the Service Provider.
13.	3.7	Financial Proposal	The bidder should quote their financial bid in terms of rupees in e-procurement against total estimate cost as indicate in the tender. The financial quote should be Inclusive of GST.
14.	3.8	Validity of Proposal	90 days after submission of proposal.
15.	4.3	Copies of each proposal.	Service provider must submit proposal online through Government of Karnataka Public Procurement Portal and upload the relevant technical bid documents.
16.	4.5	Submission of Proposal	Service provider must submit proposal online through Government of Karnataka Public Procurement Portal and upload the relevant technical bid documents. https://kppp.karnataka.gov.in/#/portal/portal-home
17.	4.6	Last Date and time for submission of proposal	Please refer Karnataka Public Procurement Portal.
18.	3.7	Currency	All payments will be made in Indian Rupees.
19.	6.1	Location for Negotiations	Office of The Engineer Officer – 3 & System Manager Bengaluru Development Authority Head Office, Kumar Park West, Guttahalli, Bengaluru – 560020.
20.	7.2	Commencement of Assignment	From the date of execution of the contract or as specified by the client.
21.	9.1	Performance Security	5% (Five Percent) of the Contract Price.

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Service provider's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time Schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM:
(Name of Service provider)

To:
The Engineer Officer – 3 & System Manager
Bengaluru Development Authority
Head Office, Kumar Park West,
Guttahalli, Bengaluru - 560020

Ladies/Gentlemen:

Subject: **"**TENDERS FOR SCANNING AND DIGITISATION OF FILES/RECORDS OF BENGALURU DEVELOPMENT AUTHORITY". Technical Proposal- reg.

1. With reference to your Tender document dated _____ I/We, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the Services. The Tender is unconditional.
2. I/We acknowledge that the Client will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agency for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.
3. I/We shall make available to the Client any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.
4. I/We acknowledge the right of the Client to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We declare that in the last 5 (Five) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.
6. I/We declare that we do not have any conflict of interest and that we are not ineligible in accordance with ITT.
7. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Tender for the Services, without incurring any liability to the Tenderer.
8. I believe that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in the Tender Document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
10. In the event of us being declared as the Successful Tenderer, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Client. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.

11. I/We have studied all the Tender Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or relating to the selection process including the award of the Contract.
12. I/We offer an Earnest Money Deposit of **₹8,25,000/- (Rupees Eight Lakhs Twenty-Five Thousand Only)** for the Services for which we have submitted the Tender (s) in accordance with the Tender Document.
13. The [Earnest Money Deposit/EMD Declaration] in the required manner is attached.
14. The documents comprising the Tender have been submitted in the manner set out in the Tender Document.
15. I/We have been in similar business of providing PMC services for at least 5 (Five) financial years preceding the last date for submission of Tenders.
16. I agree and undertake to abide by all the terms and conditions of the Tender Document.
17. I shall keep this offer valid for 90 (Ninety) days from the last date of submission of Tenders as specified in the Tender Document.
18. I/We certify that I/We have not been debarred by Procurement Entity, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.
19. We, the undersigned, offer to provide the above services at throughout Karnataka in accordance with your Tender Document dated _____, and our Tender (Technical Tender and Financial Tender).
20. I/we hereby offer and agree to provide the aforementioned Service for a Contract Price as provided by using the Karnataka Public Procurement Portal.
21. I/We understand that the Contract Price for the Services is inclusive of cost of remuneration of the personnel, including wages, employers' contribution of Provident Fund, ESI, EPF, Statutory Taxes, GST. However, any increase or decrease in the Minimum Wages as declared by Government from time to time shall be borne by the Service Provider.
22. I/We agree for deduction of Tax Deductible at source (TDS) at the prevailing rate from time to time from the bills as per applicable law.
23. I/we confirm that there is no default with respect to statutory payments such as contributions to ESIC, and contributions to EPFO, GST, Income tax etc.
24. I/We solemnly declare that our GST rating on the GST portal/Govt. official website is not negative/blacklisted.
25. I/We understand that you are not bound to accept the lowest or any Tender you may receive.
26. I/we agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.
27. I/We confirm that I/We are the successful Tenderer shall within 7 days of the receipt from the client, furnish the performance security deposit in accordance with the Condition of contract.

In witness thereof, I/we submit this Tender in accordance with the terms of the Tender document.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Service provider:
Address:

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Break Down Costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM

(Financial bid shall be submitted in e-procurement only)
(The form is only for reference to the bidders)

As per the Government Orders vide **FD/165/EXP-12/2017 dated: 21/03/2017 and FD/539/EXP-12/2017 dated: 02/06/2017**, the option of uploading the documents in financial bid section is disabled.

From:
(Name of Service provider)

To:
The Engineer Officer – 3 & System Manager
Bengaluru Development Authority
Head Office, Kumar Park West,
Guttahalli, Bengaluru - 560020

Ladies/Gentlemen,

Subject: **"**TENDERS FOR SCANNING AND DIGITISATION OF FILES/RECORDS OF BENGALURU DEVELOPMENT AUTHORITY" Financial Proposal-reg

We, the undersigned, offer to provide the providing the Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is Rs._____ /-.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Bidder:
Address:

4B. SUMMARY OF COSTS

(Should be entered in e - procurement portal only)

As per the Government Orders vide **FD/165/EXP-12/2017 dated: 21/03/2017 and FD/539/EXP-12/2017 dated: 02/06/2017**, the option of uploading the documents in financial bid section is disabled.

Si. No	Particulars	Unit	Total Units	Rates to be quoted by the bidder
1.	Scanning, Labelling, Meta Data Entry (Formatting) Tagging, Untagging, Numbering Segregation of A4, A3 and Legal Sheets **(Per Sheet = 2 pages = Per Unit)**	Per unit	43673573	
2.	Scanning, Labelling, Meta Data Entry (Formatting) Tagging, Untagging, Numbering Segregation of A0, A1 and A2 Sheets **(Per Sheet = 2 pages = Per Unit)**	Per unit	462294	
3.	RFID PER FILES **(Per File = Per Unit)**	Per Unit	731541	
Total amount including GST				

Note: The unit rates shall be inclusive of GST.

4C. BREAKDOWN OF COSTS

The Client shall solicit the price bid break up cost from the successful bidder to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

SECTION 5: TERMS OF REFERENCE

SCANNING AND DIGITIZATION OF RECORDS IN BENGALURU DEVELOPMENT AUTHORITY

1. BACKGROUND

1.1 The Bengaluru Development Authority (BDA), established as the principal planning authority for Bengaluru on January 6, 1976, under the Bengaluru Development Authority Act 1976, is responsible for the planning and development of infrastructure, the provision of development-related sites and services, and addressing the housing needs of citizens in Bengaluru. It is currently the largest land developer in the city, having developed over 60 layouts.

1.2 There is a requirement for the Bengaluru Development Authority (BDA) to manage the extensive inventory of documents that have been preserved since its inception. These documents pertain to various functions such as Land Acquisition, allotment of sites, Engineering, Town Planning, and other administrative activities.

1.3 In an effort to modernize its operations and comply with the HC direction, the Bengaluru Development Authority (BDA) has initiated a comprehensive scanning and digitization project for its various records. This project aims to convert all physical documents, including historical records, legal documents, engineering plans, and administrative files, into digital format. This digitization is crucial for improving accessibility, ensuring better preservation, and enhancing the efficiency of document retrieval processes. It also plays a significant role in facilitating transparency and accountability in BDA's operations by making records easily available for public viewing and scrutiny.

1.4 Additionally, the BDA is implementing a robust Document Management System (DMS) as part of its digitization strategy. This DMS is designed to organize, store, and manage the newly digitized records efficiently. It features advanced search capabilities, secure access controls, and streamlined workflow management to ensure that documents are easily accessible to authorized personnel. The DMS also supports regulatory compliance by maintaining proper records retention schedules and audit trails. This system is expected to significantly reduce paper usage and storage space requirements, aligning BDA with modern, eco-friendly practices while enhancing its operational efficiency.

2. OBJECTIVES

2.1 The primary objective is the scanning, digitization, and creation of an efficient Document Management System (DMS) for the documents and files of the Bengaluru Development Authority (BDA). This endeavour necessitates the automation of current day-to-day activities and also involves scanning all legacy data from various departments. These departments include the Allotment section, Engineering section, Town Planning (TP) section, Land Acquisition section, Legal section, Finance section, as well as the files and records of Divisional offices. The goal is to streamline document

management, enhance accessibility and accuracy of records, and ensure a more efficient workflow within the BDA.

2.2 The project also focuses on the seamless management of files and documents at all levels using suitable software and workflows. This approach is expected to be more effective and efficient compared to the current system, emphasizing the need for improved coordination and integration of document handling across the BDA.

2.3 Currently, the BDA's DMS comprises three components: scanned files (in PLO), not scanned files, and e-Office files. A significant portion of BDA's legacy data, particularly in the Allotment section, needs digitization.

2.4 Prioritizing the scanning of vital documents in the record room is crucial. The objective is to ensure that information about the allotment of sites by BDA is readily available in digital format to designated officers and staff. This system will replace the current time-consuming process of manually handling physical files, reducing the risk of loss or damage. Although the record room has an organized system with compactors and indexed files, a more refined indexing mechanism post-digitization is necessary to enhance efficiency and accessibility.

3. PHASES OF THE PROJECT IMPLEMENTATION

A. SETTING UP SCANNING AND DIGITIZATION FACILITY AT BDA OFFICE.

B. MOBILISATION OF SCANNING SOFTWARE INFRASTRUCTURE.

C. DEPLOYMENT OF SKILLED MANPOWER.

D. SEGREGATION/ORGANISATION OF FILES/RECORDS YEAR WISE/ DIVISION WISE/SECTION WISE FOR PRE-SCANNING ACTIVITIES LIKE NUMBERING DOCUMENTS PREPERATION ETC.

E. META DATA CAPTURING BY DATA ENTRY AS BDA DEFINED

F. DOCUMENT SCANNING CONTROL AND INDEXING AS PER THE EXISTING FILE STRUCURE BY USING APPROPRIATE SCANNERS BASED ON THE CONDITION OF THE DOCUMENTS.

G. DOCUMENT SCANNING CONTROL AND INDEXING.

H. META DATA ENTRY.

I. QUALITY CONTROL SERVICE PROVIDER SIDE:

J. QUALITY CONTROL FOR GROOMING, AND SCANNING OF RECORDS.

K. DOCUMENT ACCEPTANCE AND STORAGE.

L. SUBMISSION OF THE SCANNED DOCUMENTS.

4. SETTING UP SCANNING AND DIGITIZATION FACILITY AT BDA OFFICE

4.1 The Service Provider shall carryout the scanning and digitization work in the premises of BDA Head office and the Zonal Offices of BDA. The Service provider shall not carry out any scanning activities outside the BDA office premises.

4.2 The Service Provider shall deploy all the hardware's such as Scanners, Computers, bar code generator and capture devices, and required manpower to carry out and complete the scanning Process.

4.3 Within 15 days from the conclusion of agreement or issue of work order service provider shall mobilize man power resources and shall initiate the scanning activities.

4.4 Submit a detailed plan for scanning of the records and storage of the scanned and digitized meta data. The plan shall outline the timelines and number of Stages, digitization process, facilities to be established and the anticipated monthly progress.

4.5 Setup the Scanning and Digitization facility at location as provided by the BDA. BDA shall provide the necessary space to setup the scanning infrastructure and may provide basic furniture's and power free of cost/charges and internet facilities.

4.6 The existing Records shall be collected from the Record Room and Division Offices of the BDA by the Service Provider and shall be taken to the digitization facility by the authorised person of the Service Provider in the presence authorised person of the BDA.

4.7 The list of the equipment being brought inside BDA Office should be provided by the Service Provider in advance. After completion of the project, the Service Provider shall take back the equipment with prior permission from BDA Office at their own cost.

4.8 The Service Provider should take care of their equipment and BDA Office shall not be liable for damage/loss of any equipment used by the Service Provider during contract period.

5. MOBILISATION OF SCANNING SOFTWARE INFRASTRUCTURE

5.1 The scanning software shall consist of following components

i Basic Image acquiring software from scanning devices

ii Meta data and cataloguing interface.

iii Document Management System (DMS).

5.2 The Service Provider shall ensure that the first two as an integrated system and shall also ensure that there is a seamless data migration of the scanned and digitized data to the DMS.

5.3 The centralized FMS & DMS is for current storage and future use of BDA which shall be part of the Tender/RFP. One of the solutions from all given bidders shall be evaluated and taken up for procurement.

6. DEPLOYMENT OF SKILLED MANPOWER

6.1 Service Provider shall depute suitably qualified and trained manpower to carry out all tasks such as document handover-takeover, scanning, application, data management, and coordination with the BDA office officials or as nominated by BDA.

6.2 The number of required manpower shall be estimated by Service Provider and deputed accordingly to complete the project in a time-bound manner as per the

timelines defined. Service Provider needs to submit a plan for minimum number of resources committed to the Department and take approval for the same.

6.3 Service Provider shall deploy adequate resources for data entry digitisation to meet schedule. The number of resources may need to be increased or decreased based on the output at the actual time of implementation to enable completion of the project within the contract period.

6.4 Service Provider shall submit a list of staff who are deployed for the work and obtain a special access pass for the said staff. The Service Provider shall ensure that the staff are briefed about the policies, Do's and Don'ts and the SOP. Frequent change of staff deployed for the digitization work in BDA Office by the Service Provider should be avoided.

6.5 Cleanliness of Work Area, Digitization Equipment, and Originals like Scanners and Computer equipment's etc. will have to be cleaned on a routine basis by the Service Provider's staff.

6.6 The staff provided by the Service Provider should be knowledgeable and experienced so that they are also able to evaluate digitization process.

6.7 Complete secrecy and confidentiality are required to be maintained by the Service Provider and their employees.

6.8 The service provider or their man power shall not take any document / records out of the BDA premises in any instances throughout the contract period.

6.9 The Service Provider or their manpower shall not be allowed or prohibited to take away any records etc. either through hard copy or soft copy without written permission or consent of the competent authority. No mobile devices, Camera or USB storage devices shall be allowed in the Scanning Room. No mobile devices, Camera or USB storage devices shall be allowed in the Scanning Room.

7. SEGREGATION/ORGANISATION OF FILES/RECORDS YEAR WISE/ DIVISION WISE/SECTION WISE FOR PRE-SCANNING ACTIVITIES LIKE NUMBERING DOCUMENTS PREPERATION ETC

7.1 The Service Provider shall handle all the records with care and neatly.

7.2 The records received shall be groomed for scanning. The documents shall be cleaned of dust, pins and tags removed and transparent adhesive tape used to set right semi-torn pages.

7.3 Documents shall be scanned only after good quality grooming to achieve optimum and clean scanned images. The Service Provider shall normally not unbind registers/records which are in the form of books.

7.4 However, the Service Provider with the approval of the concerned officers shall be permitted to unbind the bound records books if single side page is A4/Legal, if the curvature of scanned images cannot be reduced to acceptable levels, to obtain better quality images. Unbinding of books may also be done in case the books are very brittle and it is felt that scanning them in a bound condition shall damage the records. The Service Provider shall bind the books again and return to the record room after scanning.

8. META DATA CAPTURING BY DATA ENTRY AS BDA DEFINED

8.1 Service Provider shall collect the files, properly Indexed register for all the records received for digitization.

8.2 Service Provider shall update daily about received Register/Files and record the same in the file register provided by the BDA.

8.3 On receipt of the records from the record room in-charge, Service Provider or representative shall number the page using pencil at one corner of the page.

8.4 Numbering of each page in sequence. The Service Provider has to use “Auto Numbering Sequence Stamp” while numbering the pages of the register.

8.5 Un-Tagging the physical Register is “NOT Allowed” however documents and pages in a File can be Un-Tagged for scanning.

8.6 Scanning of Documents shall be as per the specification of scanning - TIFF / JPEG / Resolution / Colour / Black and White/ Grey Scale depending on the type of documents. This information shall be provided by the Service Provider as part of the study report.

8.7 A model format for the register shall be provided by the Service Provider along with the detailed plan.

8.8 The control sheet register shall be maintained both in electronic form and in physical from.

8.9 Service Provider or the representative shall take care to maintain all details in the register or would have to own the responsibility for any mismatch between the records received and returned.

8.10 The scanners used must have minimum resolution of 300 dots per inch (dpi) with scanning being in black and white or colour with the scanning output having minimum 300 DPI resolution.

8.11 100% accuracy is required in indexing, which shall be verified against the scanned image. If image quality is not properly readable then such scanned shall be discarded and rescanned to obtain proper images.

8.12 Images should be in black and white /color at 200 DPI – 300 DPI. The categorization of documents for B&W and color shall be done as part of the study process by the Service Provider and approval from BDA.

8.13 The photograph on pages should be automatically (to prevent possible mismatching) scanned in color and cropped at the same time. This ensures quality photos with minimum size.

8.14 The documents scanned shall be arranged as per PLO number for files having PLO numbers in order to access any files at any time by the BDA officials.

8.15 Handover of physical Registers and Files back to the Record Room or to the concerned officers In-charge and take acknowledgement.

8.16 Folder structure of file storage will be shared to the Service Provider at start of the Project. Cleaning and Enhancement of scanned images shall be done as required.

8.17 Final Delivery of all scanned documents and Indexed data to be stored in the Document Management System.

8.18 Scanning and storing of the data in scanned format should be done locally on a hard disk drive / Storage Area Network (SAN)/NAS provided. Nowhere else the documents should be stored, not even in the local machines of the Service Provider used for scanning. Similarly, the Data shall be uploaded in the DMS provided by the BDA which shall be handed over to BDA after completion of service.

8.19 The Service Provider shall handle the documents carefully and ensure their safety and security at all times as they are very valuable.

8.20 The Service Provider shall carry out scanning in such a way that the document is legible and meets specified quality standards. The Service Provider may separate the scanning process from the post processing process by scanning an image at a higher resolution 300DPI or more. Then using any software that run the post processing in a batch.

8.21 Removal of Noise around the borders without affecting the original text and De-skewing and de-speckling must be done, to make the images straight and provide equal margins all around the text as far as possible.

8.22 The scanning of all the documents should be done by using overhead scanners wherever required to ensure no physical damages to the files and records. (especially very old files/records).

8.23 Blank papers that appear towards the end of the file or register should not be scanned and should be deleted from the scanned documents. However, the blank pages that appear in the middle or beginning of the file or register needs to be numbered and scanned.

8.24 The scanners should be overhead for handling fragile, old, delicate documents which may also be stapled. In such cases, the staple shall be removed and scanned.

8.25 Small envelopes, acknowledgement slips and such articles that is part of the file, also needs to be numbered and scanned.

8.26 Scanning of the registers should be started from current year, backwards and simultaneously scan prospectively opened new registers during the time of digitization process as well.

8.27 Small documents need to be scaled up during the scanning process, if required.

8.28 In case the Service Provider finds any original document, which is in a very bad condition, it will make its best efforts to take out better copy photocopy and then put the said data in the relevant data base.

8.29 The original papers shall however be retained in the main file. All photocopies and / or sheets typed to improve the digital quality must be handed over to BDA with adequate documentation.

8.30 All Scanned/digitized register will be stamped and duly signed by the tenderer and labelled indicating that the register /file is “SCANNED/DIGITIZED” with a reference number and the Service Provider shall be fully responsible for any loss/damage of any document. The same is to be verified by the user on file. The Service Provider while

stamping/ labelling the file or register shall ensure that the content like file no, subject, category, section, etc. on top of the file will not be overwritten. The stamping should be done on a vacant place on the file/ register.

8.31 The Service Provider shall return the original records to the BDA after ensuring that all the pages in the register/files are in order and intact.

8.32 Service Provider or representative shall be held responsible and where the situation warrants, legal action will be taken if any record(s)in full or part(s) are lost by the Service Provider before its return to the record room.

9. META DATA ENTRY

9.1 Service Provider shall enter the approved Meta data related to the record in the digitization software provided by the Service Provider.

9.2 Department may add more fields. Service Provider should prepare standards for Meta data and take approval for same from the Department.

9.3 The Meta data entry shall be done in the premises where scanning is being done. Scanning shall be done after the meta data entry for the record is made.

10. QUALITY CONTROL SERVICE PROVIDER SIDE:

10.1 The Service Provider shall undertake Quality Control processes for all aspects of processing and post-processing of scanned files including image capture, indexing, storage and return.

10.2 The performance of the equipment provided for the scanning and digitization shall be checked by BDA Office before commencement of work by the Scanning Service Provider.

10.3 The testing would also be done periodically for resolution performance, security, lighting and image uniformity etc.

10.4 At any point during the execution of the project, if the quality of the output deteriorates, then it shall be the responsibility of the Service Provider to promptly change the equipment as per the specifications as stated, if it is due to the equipment. If the deterioration is due to the bad workmanship (scanning), the Service provider shall re-scan the entire set with a different team/staff.

10.5 If the result of the sample is not found to be good, it shall be the responsibility of the Service Provider to change the equipment promptly which shall again undergo testing as mentioned above.

10.6 The Service Provider’s staff shall perform quality control to ensure that each page is fully captured and properly aligned, and free of distortions. Inspection and quality control data shall always be recorded on the worksheet accompanying each volume. When necessary (e.g., poor image capture of an illustration), the staff will re-scan from the original record and insert the image(s) into proper image file sequence.

11. QUALITY CONTROL FOR GROOMING, SCANNING OF RECORDS

11.1 The scanned records will be delivered to Department in JPEG/TIFF and PDF format periodically for quality check before it is taken up for storage with assistance of Service Provider.

11.2 The records would be submitted in lots of about 100 records (File/Registers).

11.3 Quality check shall be done by the BDA personnel for about 5%-10% records selected randomly by the scanning software. The records shall be checked for following defects:

i Correctness of the meta data entries made

ii Incomplete meta data entry

iii Quality of the scanned documents/images

iv Whether the complete record has been scanned

v Any other quality parameter prescribed by the Department from time to time.

vi If more than 5% records (of the randomly selected records) checked are defective the entire lot shall be returned for processing again.

vii If the BDA personnel will take time beyond 15 days to certify data provided it is deemed to be accepted and correct.

viii Penalty may be applicable for delivery of poor-quality data or sent for re-scanning without affecting the schedule or quantity

ix Service Provider should take care not to damage or lose the records. Penalty shall be applicable for loss or damage to records.

11.4 Verification Process: Scanning

a. By Service Provider 100% verification will be done by the Agency. The Agency shall submit the protocol that would be followed as part of the verification process. The same need to be approved by Department. The Department might suggest the changes in the protocol and the same needs to be accepted and adopted by the Agency.

b. By BDA The Protocol for verification by the BDA would be indicated separately

11.5 Verification Process: Scanning Digitisation

c. By Service Provider 100% verification will be done by the Agency. The Agency shall submit the protocol that would be followed as part of the verification process. The same need to be approved by Department. The Department might suggest the changes in the protocol and the same needs to be accepted and adopted by the Agency.

d. By BDA The Protocol for verification by the BDA would be indicated separately.

12. METHOD OF VALIDATION (QUALITY CHECK)

12.1 Service Provider to provide proof for having done quality check from their side.

12.2 Scanned data to be made available to the BDA for quality check in separate system – within the same premises.

12.3 Service Provider to provide software support for ensuring that BDA staff has examined each and every page on the screen.

12.4 Superintends/in-charge officers of each section shall check 2-5% at their level – provision can be given to check at their work place itself. System to record the pages examined and certified

13. DOCUMENT ACCEPTANCE AND STORAGE:

13.1 Service Provider shall get the acceptance of Scanned and Indexed Data from the Department authorised personnel for quality and quantity. ii. While Quality Check would be done for 5-10% of the records, all 100% of the scanned and digitized records would be verified and accepted by the BDA officials authorized for this purpose. The payment would be done for the pages/files which have been accepted by the BDA QC/Record Section.

13.2 If the BDA personnel will take time beyond 15 days to certify data provided it is deemed to be accepted and correct.

13.3 The verification and acceptance would be done through the FMS and DMS software.

13.4 After due acceptance the image and data shall be delivered to the department after signing them digitally/physically as per the modalities agreed upon.

13.5 An acceptance certificate shall be issued by the department for all accepted data after quality check.

13.6 The accepted data should be stored in the application software/storage (DMS) provided by the BDA. Whenever the department solicit the data the same shall be handed over to the department.

13.7 The BDA office shall provide acceptance of the scanning and digitisation work within 2 weeks of submission, unless there are major issues that warrants rework.

14. SUBMISSION OF THE SCANNED DOCUMENTS.

14.1 The service provider shall hand over the scanned file and its digital data to the BDA in-charge officer of the project and get acknowledgement.

14.2 Obtain the no objection certificate from the in-charge officer for handing over all the physical files to the concerned section.

15. CONFIDENTIAL INFORMATION, SECURITY AND DATA

15.1 The Service Provider shall promptly, on the commencement of the exit management period, supply to the department the following:

a. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services;

b. Documentation relating to Intellectual Property Rights; and

c. The department data and confidential information; and

d. All current and updated departmental data as is reasonably required for purposes of the department or its nominated agencies transitioning the services to its Replacement the Service Provider in a readily available format; and

e. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the department or its nominated agencies, or its replacement the Service Provider to carry out due diligence in order to transition the provision of the Services to the department or its nominated agencies, or its replacement operator (as the case may be).

15.2 Before the expiry of the exit management period, the Service Provider shall deliver to the department, or its nominated agencies, all new or updated materials from the categories set out in above point, and shall not retain any copies thereof.

15.3 Before the expiry of the exit management period, unless otherwise provided under the contract, the department or its nominated agencies shall deliver to the Service Provider all forms of the Service Provider confidential information which is in the possession or control of the department or its nominated agencies or its users.

16. ROLES AND RESPONSIBILITIES OF THE SERVICE PROVIDER:

16.1 The Service Provider shall scan all the physical files and documents of BDA office and its division offices.

16.2 The Documents shall be scanned in the Tag Image file Format (TIFF) format and shall be converted into Portable Document Format (PDF). The existing TIFF files properly indexed as per the BDA file management system.

16.3 The service provider shall assess the possibility of extracting already scanned pages and files and edit attaching them with the other relevant files properly for continuity and completion of the file.

16.4 The service provider shall examine the possibility of extracting or retrieval of the data which are already been scanned and stored in digital form (SQL database). If necessary, these data shall be converted to PDF in order to ensure uniformity of the scanned documents.

16.5 The Service Provider shall conduct a detailed study of organisation set up, file approval process, hierarchy, if any of the BDA Office and understand the activities that needs to be done as part of this Scanning process and shall do it accordingly.

16.6 The Service Provider shall submit a study report which will contain all the details and scanning plan and how it shall be achieved within the contract period.

16.7 Modality of workflow of scanning prospectively opened registers shall be decided with the Scanning Service Provider.

16.8 The Quality Check and Acceptance of Delivery shall be done by the concerned staff of BDA and it shall be uploaded in the DMS.

16.9 Apart from above, the Service Provider should have readily available security provision for below mentioned functionalities. Security features for the required output PDFs should include the following to be applied to PDFs in a single step while creating the PDF files.

16.10 The Service Provider shall ensure that the documents/registers handed over to them are kept in proper condition and no document gets soiled/lost/trimmed/damaged/misplaced.

17. ROLES AND RESPONSIBILITIES OF THE BENGALURU DEVELOPMENT AUTHORITY:

17.1 The physical space necessary would be provided to the Service Provider by the BDA along with the required furniture's and power and internet facilities.

17.2 The BDA shall provide the files at least 7 days in advance to ensure continuing scanning process. In case fails to provide the files for smooth completion shall not attract any penalty because of which the delay happens in completion of the scanning process within stipulated time period.

18. ESTIMATED QUANTITIES OF WORK

Si. No	Particulars	Unit	Total Units
1.	Scanning, Labelling, Meta Data Entry (Formatting) Tagging, Untagging, Numbering Segregation of A4, A3 and Legal Sheets **(Per Sheet = 2 pages)**	Per unit	43673573
2.	Scanning, Labelling, Meta Data Entry (Formatting) Tagging, Untagging, Numbering Segregation of A0, A1 and A2 Sheets **(Per Sheet = 2 pages)**	Per unit	462294
3.	RFID PER FILES **(Per File = Per Unit)**	Per Unit	731541

Note:

- The estimation indicated in the above table is tentative only. However, during the project implementation as per actual files available and scanned shall be considered for payment.
- In case of additional quantities work carried out the payment shall be made based on contract agreed rates only.

19. ESTIMATED TIMELINES

Si. No	Particulars	Unit	Total Units
1.	Scanning, Labelling, Meta Data Entry (Formatting) Tagging, Untagging, Numbering Segregation of A4, A3 and Legal Sheets	Per unit	43673573
2.	Scanning, Labelling, Meta Data Entry (Formatting) Tagging, Untagging, Numbering Segregation of A0, A1 and A2 Sheets	Per unit	462294
3.	RFID PER FILES	Per Unit	731541

For the given time period of 24 months to complete the scanning and digitisation work, the successful bidder should submit the detailed time break up accompanied with men and machineries shall be deployed. This shall be the part of the contract agreement.

SECTION 6: CONTRACT FOR SERVICE PROVIDER'S SERVICES

Between

The Engineer Officer – 3 & System Manager
Bengaluru Development Authority,
No.16, 2nd Floor,
Bengaluru – 560001.

and

M/s. _
[Name of Service Provider]

Dated:

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2024___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the " Service provider ").
WHEREAS

(a) the Client has requested the Service provider to provide certain providing the Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service provider , having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) Scope and Conditions of the Services:
   (d) Pre-meeting Clarifications.
   (e) Addendum and Corrigendum.
   (f) Performance security submitted by Service Provider.

2. The mutual rights and obligations of the Client and the Service provider shall be as set forth in the Contract, in particular:

   (a) The Service provider shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Service provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Bengaluru Development Authority	FOR AND ON BEHALF OF SERVICE PROVIDER

Witness: _____

1.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Service provider consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Service provider’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Service provider, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Service provider or by any Sub-Service provider as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Service provider pursuant to this Contract as described in Appendix A; and

(m) **Deleted.** "Sub-Service provider" means any entity to which the Service provider subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) **Deleted.** ‘Third party” means any person or entity other than the Government, the Client, the Service provider, or a Sub-Service provider.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties

shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service provider may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Service provider and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Service provider shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written

agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Service provider , suspend all payments to the Service provider hereunder if the Service provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service provider of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service provider , to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Service provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently

approved in writing;

(b) if the Service provider (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:
"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Bengaluru Development Authority, and includes collusive practice among Service provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Bengaluru Development Authority of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Service provider**

The Service provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Service provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service provider that such payment is overdue;

(c) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service provider may have subsequently approved in writing) following the receipt by the Client of the Service provider ' notice specifying such breach;

(c) if, as the result of Force Majeure, the Service provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service provider and equipment and materials furnished by the Client, the Service provider shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Service provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE SERVICE PROVIDER:

3.1 General

The Service provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service provider or third parties.

3.2 Conflict of Interests

3.2.1 **Service provider Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Service provider pursuant to Clause 6 shall constitute the Service provider ' sole remuneration in connection with this Contract or the Services, and the Service provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service provider shall use their best efforts to ensure that the Personnel, any Sub-Service provider , and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Service provider , as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Service provider shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service provider in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Service provider and Affiliates Not to engage in certain Activities**

The Service provider agree that, during the term of this Contract and after its termination, the Service provider and their affiliates, as well as any Sub-Service provider and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Service provider nor their Sub- Service provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
b. after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Service provider , their Sub- Service provider , and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Service provider

The Service provider (a) shall take out and maintain, and shall cause any Sub-Service provider to take out and maintain, at their (or the Sub- Service provider ', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service provider ' Actions Requiring Client's Prior Approval

The Service provider shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood

(i) that the selection of the Sub-Service provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to

the execution of the subcontract, and (ii) that the Service provider shall remain fully liable for the performance of the Services by the Sub-Service provider and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub- Service provider "), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Service provider shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service provider to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service provider in accordance with Clause 3.6 shall become and remain the property of the Client, and the Service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Service provider by the Client or purchased by the Service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Service provider shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Service provider , unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. SERVICE PROVIDER' PERSONNEL AND SUB- SERVICE PROVIDER

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Service provider ' Key Personnel are described in Appendix C. The Key Personnel and Sub- Service provider listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service provider, it becomes necessary to replace any of the Key Personnel, the Service provider shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the

Personnel, then the Service provider shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Service provider and the Personnel employed by the Service provider for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Service provider, and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Service provider and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Service provider as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service provider for the performance of the Services, (ii) the manner in which the Service provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service provider as a result thereof.

6. PAYMENT TO THE SERVICE PROVIDER:

6.1 Lump Sum Remuneration

The Service provider’s total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Service provider in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Terms and Conditions of Payment

1. The Service Provider is obliged to submit the scanned and digitized data monthly,

before the 5th of each month, to the respective division or section of the BDA. This ensures a consistent flow of updated data for processing.

2. Upon receipt, the relevant BDA section must conduct random quality checks on up to 2% of the submitted data. The approval of this data should be completed by the 10th of every month, followed by the processing of payments to the Service Provider before the 15th of the same month. This procedure ensures that the quality of the digitized data meets BDA's standards.
3. Considering the duration of the tender is two years, BDA will make payments to the Service Provider on a monthly basis. This regular payment schedule facilitates smooth financial operations and continuous service provision.

6.4 Interest on Delayed Payments (Not applicable)

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request, for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

SECTION 7: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (h)	The Service Provider Member in Charge is: The Engineering Officer-3 & System Manager. Bengaluru Development Authority Head Office, Kumar Park West, Guttahalli, Bengaluru – 560020. Telephones: 9448990335 e-mail: **eo3bdabng@gmail.com**
1.4	The addresses are: Client: The Engineering Officer-3 & System Manager. Bengaluru Development Authority Head Office, Kumar Park West, Guttahalli, Bengaluru – 560020. Service provider: _____ _____ _____ _____ Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes/e-mail, 24 hours following confirmed transmission; and (c) in the case of facsimiles, 24 hours following confirmed transmission.]
1.4	The Authorized Representatives are: For the Client: _____ _____ _____ For the Service provider: _____ _____ _____
1.7	Payment of GST Tax under the contract: i. The payment of GST and GST Cess to the Service Provider shall be made only on the later submitting a GST compliant bill/invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Service shall be shown being made in the name, location/state, and GSTIN of the Service Provider only; the location of the procurement office of the Client has no bearing on the invoicing. ii. While claiming reimbursement of duties, taxes etc., (like GST) from the

	Client, as and if permitted under the contract, the Service Provider also agree and confirm that in case he gets any refund out of such taxes and duties from the concerned authorities at a later date, the Service Provider shall refund to the Client, the Client's share out of such refund received by the Service Provider. The Service Provider shall also refund the appropriate amount to the Client immediately on receiving the same from the concerned authorities. iii. The Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only the net balance payment due. iv. GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions: a. The Client shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed. b. However, the Client shall not be responsible for the contractor's tax payment or duty under misapprehension of the law. c. In case of profiteering by the contractor relating to GST tax, the Client shall treat it as a violation of the code of integrity in the contract and avail any or all punitive actions there under, in addition of recovery and action by the GST authorities under the Act.
2.1	The date on which this Contract shall come into effect is: Date of Agreement execution.
2.2	15 days from the date of agreement conclusion.
2.3	The period of contract 2 Years only.
3.4	The risks and the coverages shall be: Professional liability insurance with a minimum coverage equal to total contract value.
6.4	The Service Provider account details: Bank Name: Account Number: IFSC Code: MICR Code: Branch Name: Location: GST No: PAN No: The service provider will be paid within 30 working days from the date of submission of bill.
7.2	Disputes shall be settled by adjudication.

	The _____, BDA is the First Appellate Authority. If the dispute is not settled amicably. The same shall be referred final appellate authority. The Commissioner, BDA is the Final Appellate Authority. The Final Appellate Authority decision is final and shall binding on the both the parties.

IV. APPENDICES

APPENDIX A: DESCRIPTION OF THE SERVICES

As per TOR

APPENDIX B: REPORTING REQUIREMENTS

As per TOR

APPENDIX C: KEY PERSONNEL

To be inserted as per the successful bidder deployed key personnel details.

APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

As per TOR

APPENDIX E: COST ESTIMATES IN INDIAN RUPEES

To be filled the details before execution of contract

APPENDIX F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

(Clause-2.9 of Information to Consultant)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee: **……** Date: **……**

Dear Sir/Madam,

WHEREAS**……..**[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract _____(insert name of the tender**).** Form of Guarantee for performance security deposit (hereinafter alled the "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;
NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of …… [amount of Guarantee] ……. [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……. [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.
Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.
This guarantee shall be valid for a period of 39 months i.e. upto 3 months beyond the expiry of contract period of 36 months.
Signature and Seal of the Guarantor……. In presence of
Name and Designation
(Name, Signature &
Occupation)
Name of the Bank
Address
(Name & Occupation)
Date…….